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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12

13 UNITED STATES OF AMERICA,) No. CR 97-997(A)-GHK
14)
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15) RENEE BOJE
v.)
16)
RENEE BOJE,)
17)
Defendant.)
18)

19 1. This constitutes the binding plea agreement between
20 Renee Boje ("defendant") and the United States Attorney's Office
21 for the Central District of California ("the USAO") in the above-
22 captioned case. This agreement is entered into pursuant to
23 Federal Rule of Criminal Procedure 11(c)(1)(C). This agreement
24 is limited to the USAO and cannot bind any other federal, state
25 or local prosecuting, administrative or regulatory authorities.

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1 PLEA

2 2. Defendant gives up the right to indictment by a grand
3 jury and agrees to plead guilty to a one-count fourth superseding
4 information in the form attached to this agreement or a
5 substantially similar form.

6 NATURE OF THE OFFENSE

7 3. In order for defendant to be guilty of count one of the
8 fourth superseding information which charges a violation of
9 Title 21, United States Code, Section 844(a), the following must
10 be true: (1) defendant knowingly and intentionally possessed
11 marijuana, and (2) defendant knew it was marijuana or some other
12 prohibited drug. Defendant admits that defendant is, in fact,
13 guilty of this offense as described in count one of the fourth
14 superseding information.

15 PENALTIES

16 4. The statutory maximum sentence that the Court can impose
17 for a violation of Title 21, United States Code, Section 844(a)
18 is: one year imprisonment; a one-year period of supervised
19 release; a fine of \$100,000 or twice the gross gain or gross loss
20 resulting from the offense, whichever is greatest (with a
21 mandatory-minimum fine of \$1,000 absent a finding that defendant
22 lacks the ability to pay); a five year period of probation; and a
23 mandatory special assessment of \$25.

24 5. Supervised release is a period of time following
25 imprisonment during which a defendant is subject to various
26 restrictions and requirements. Defendant understands that if
27 defendant violates one or more of the conditions of any
28 supervised release imposed, defendant may be sent to prison for

1 all or part of the term of supervised release, which could result
2 in defendant serving a total term of imprisonment greater than
3 the statutory maximum stated above.

4 6. Defendant also understands that, by pleading guilty,
5 defendant may be giving up valuable government benefits and
6 valuable civic rights, such as the right to vote, the right to
7 possess a firearm, the right to hold office, and the right to
8 serve on a jury.

9 7. Defendant further understands that the conviction in
10 this case may subject defendant to various collateral
11 consequences, including but not limited to, immigration
12 consequences, revocation of probation, parole, or supervised
13 release in another case, and suspension or revocation of a
14 professional license. Defendant understands that unanticipated
15 collateral consequences will not serve as grounds to withdraw
16 defendant's guilty plea.

17 FACTUAL BASIS

18 8. Defendant and the USAO agree and stipulate to the
19 statement of facts provided below. This statement of facts
20 includes facts sufficient to support a plea of guilty to the
21 charge described in this agreement and to establish the
22 sentencing guideline factors set forth in paragraph 11 below. It
23 is not meant to be a complete recitation of all facts relevant to
24 the underlying criminal conduct or all facts known to defendant
25 that relate to that conduct.

26 On or about July 29, 1997, in the Central District of
27 California, defendant Renee Boje knowingly and intentionally
28 possessed marijuana. Specifically, on or about that date at

1 approximately 5:45 p.m., she and another individual in a light-
2 colored pick-up truck were detained and arrested by the Los
3 Angeles Sheriff's Department in connection with a marijuana
4 investigation. At the time of the arrest, defendant possessed in
5 her purse a container which held .56 grams of what she knew to be
6 marijuana.

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 9. By pleading guilty, defendant gives up the following
9 rights:

- 10 a) The right to persist in a plea of not guilty.
11 b) The right to a speedy and public trial by jury.
12 c) The right to the assistance of legal counsel at
13 trial, including the right to have the Court appoint counsel for
14 defendant for the purpose of representation at trial. (In this
15 regard, defendant understands that, despite her plea of guilty,
16 she retains the right to be represented by counsel - and, if
17 necessary, to have the court appoint counsel if defendant cannot
18 afford counsel - at every other stage of the proceedings.)
19 d) The right to be presumed innocent and to have the
20 burden of proof placed on the government to prove defendant
21 guilty beyond a reasonable doubt.
22 e) The right to confront and cross-examine witnesses
23 against defendant.
24 f) The right, if defendant wished, to testify on
25 defendant's own behalf and present evidence in opposition to the
26 charges, including the right to call witnesses and to subpoena
27 those witnesses to testify.

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1 g) The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

4 By pleading guilty, defendant also gives up any and all
5 rights to pursue any affirmative defenses, any defense based on
6 the statute of limitations, Fourth Amendment or Fifth Amendment
7 claims, and other pretrial motions that could be filed.

8 SENTENCING FACTORS

9 10. Although the parties have agreed that a one-year period
10 of probation, a \$1000 fine and a \$25 special assessment is the
11 appropriate sentence; as described below, defendant understands
12 that the Court is required to consider the United States
13 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
14 among other factors in determining defendant's sentence, but that
15 the Sentencing Guidelines are only advisory.

16 11. Defendant and the USAO agree and stipulate to the
17 following applicable sentencing guideline factors:

18 Base Offense Level : 4 [U.S.S.G. § 2D2.1(a)(3)]

19 Acceptance of Resp. : -2 [U.S.S.G. § 3E1.1]

20
21 Total Offense Level : 2

22 Crim. History Cat. : I

23 Guideline Range : 0 to 6 months; \$100 to \$5000

24 The parties agree not to seek, argue, or suggest that any other
25 specific offense characteristics, adjustments, departures,
26 reductions, or increases be imposed.

27 12. Defendant and the USAO agree and stipulate pursuant to
28 Fed. R. Crim. P. 11(c)(1)(C) that an appropriate disposition of

1 this case is that the Court impose a sentence of: one year
2 probation with conditions to be determined by the U.S. Probation
3 Office, a fine of \$1000, with payment at or before the time of
4 sentencing, and a \$25 special assessment, also with payment at or
5 before the time of sentencing.

6 13. Defendant understands that a violation of the
7 conditions of her probation could result in the revocation of her
8 probation and the imposition of a term of imprisonment pursuant
9 to U.S.S.G. §§ 7B1.3 and 7B1.4 and 18 U.S.C. § 3565.

10 14. The Court will determine the facts and calculations
11 relevant to sentencing and decide whether to agree to be bound by
12 this agreement. Both defendant and the USAO are free to
13 (a) supplement the facts stipulated to in this agreement by
14 supplying relevant information to the Court and the U.S.
15 Probation Office; and (b) correct any and all factual
16 misstatements relating to the calculation of the sentence.

17 15. Defendant prefers that she be sentenced immediately
18 following the entry of her guilty plea. The USAO and defendant
19 agree and stipulate that there is sufficient information in the
20 record to enable the Court to exercise its sentencing authority
21 meaningfully without a post-plea presentence investigation
22 report. To the extent defendant has a right to a post-plea
23 presentence investigation report, she hereby knowingly,
24 voluntarily, and intelligently waives that right.

25 16. The USAO and defendant agree to ask the Court to:
26 (a) accept defendant's guilty plea as soon after the execution of
27 this agreement as practicable; (b) find, pursuant to Federal Rule
28 of Criminal Procedure 32(c)(1), that the information in the

1 record is sufficient to enable the Court to exercise its
2 discretion meaningfully without a post-plea presentence
3 investigation and report; and (c) sentence defendant immediately
4 following entry of her guilty plea.

5 17. In the event that the Court orders that a post-plea
6 presentence investigation be conducted and a post-plea
7 presentence report prepared:

8 (a) Such order shall have no effect on the validity of
9 this agreement or any of its terms or conditions; and

10 (b) Defendant understands that she and the USAO will
11 be free to: (1) supplement the facts stipulated to in this
12 agreement by supplying relevant information to the U.S. Probation
13 Office, as well as to the Court; and (2) correct any and all
14 factual misstatements contained in the post-plea presentence
15 report and/or relating to the application of the sentencing
16 factors or the calculation of the sentence.

17 18. Neither party will be free to withdraw from the plea
18 agreement regardless of whether (1) the Court agrees to
19 immediately impose sentence at the time of defendant's guilty
20 plea; and (2) the U.S. Probation Office prepares a post-plea
21 presentence report, provided that the Court imposes the agreed-
22 upon sentence.

23 19. Defendant understands and agrees that this agreement is
24 entered into pursuant to Federal Rule of Criminal Procedure
25 11(c)(1)(C). So long as defendant does not breach the agreement,
26 defendant may withdraw from this agreement and render it null and
27 void if the Court refuses to be bound by this agreement. The
28 USAO may, in its discretion, withdraw from this agreement and

1 render it null and void if the defendant breaches this agreement
2 or the Court refuses to be bound by this agreement.

3 DEFENDANT'S OBLIGATIONS

4 20. Defendant agrees that she will:

5 a) Prior to entering her guilty plea, execute and
6 deliver to the USAO, a Waiver of Indictment form.

7 b) Plead guilty as set forth in this agreement.

8 c) Not knowingly and willfully fail to abide by all
9 sentencing stipulations contained in this agreement.

10 d) Not knowingly and willfully fail to: (i) appear as
11 ordered for all court appearances, (ii) surrender as ordered for
12 service of sentence, (iii) obey all conditions of any bond, and
13 (iv) obey any other ongoing court order in this matter.

14 e) Not commit any crime; however, offenses which
15 would be excluded for sentencing purposes under U.S.S.G.
16 § 4A1.2(c) are not within the scope of this agreement.

17 f) Not knowingly and willfully fail to be truthful at
18 all times with Pretrial Services, the U.S. Probation Office, and
19 the Court.

20 g) Pay the applicable fine and special assessment at
21 or before the time of sentencing unless defendant lacks the
22 ability to pay.

23 THE USAO'S OBLIGATIONS

24 21. If defendant complies fully with all defendant's
25 obligations under this agreement, the USAO agrees:

26 a) To abide by all sentencing stipulations contained
27 in this agreement.

28 b) At the time of sentencing to move to dismiss the

1 underlying first superseding indictment as against defendant.
2 Although the parties have agreed that defendant should be
3 sentenced to a one-year period of probation, a \$1000 fine and a
4 \$25 special assessment, defendant understands and agrees,
5 however, that at the time of sentencing the Court may consider
6 the dismissed charges in determining what it believes to be the
7 appropriate sentence.

8 BREACH OF AGREEMENT

9 22. If defendant, at any time between the execution of this
10 agreement and defendant's sentencing on a non-custodial sentence
11 or surrender for service on a custodial sentence, knowingly
12 violates or fails to perform any of defendant's obligations under
13 this agreement ("a breach"), the USAO may declare this agreement
14 breached. If the USAO declares this agreement breached, and the
15 Court finds such a breach to have occurred, defendant will not be
16 able to withdraw defendant's guilty plea, and the USAO will be
17 relieved of all of its obligations under this agreement.

18 23. Following a knowing and willful breach of this
19 agreement by defendant, should the USAO elect to pursue any
20 charge that was dismissed as a result of this agreement, then:

21 a) Defendant agrees that any applicable statute of
22 limitations is tolled between the date of defendant's signing of
23 this agreement and the commencement of any such prosecution.

24 b) Defendant gives up all defenses based on the
25 statute of limitations, any claim of preindictment delay, or any
26 speedy trial claim with respect to any such prosecution, except
27 to the extent that such defenses existed as of the date of
28 defendant's signing of this agreement.

1 c) Defendant agrees that: i) any statements made by
2 defendant, under oath, at the guilty plea hearing; ii) the
3 stipulated factual basis statement in this agreement; and iii)
4 any evidence derived from such statements, are admissible against
5 defendant in any future prosecution of defendant, and defendant
6 shall assert no claim under the United States Constitution, any
7 statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of
8 the Federal Rules of Criminal Procedure, or any other federal
9 rule, that the statements or any evidence derived from any
10 statements should be suppressed or are inadmissible.

11 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

12 24. Defendant gives up the right to appeal any sentence
13 imposed by the Court, and the manner in which the sentence is
14 determined, provided that the Court imposes the agreed-upon
15 sentence. Defendant also gives up any right to bring a post-
16 conviction collateral attack on the conviction or sentence,
17 except a post-conviction collateral attack based on a claim of
18 ineffective assistance of counsel, a claim of newly discovered
19 evidence, or an explicitly retroactive change in the applicable
20 Sentencing Guidelines, sentencing statutes, or statutes of
21 conviction.

22 25. The USAO gives up its right to appeal the sentence,
23 provided that the Court imposes the agreed-upon sentence.

24 COURT NOT A PARTY

25 26. The Court is not a party to this agreement and need not
26 accept the parties' stipulations or the sentence agreed to by the
27 parties. In the absence of a breach by defendant of this
28 agreement, however, either defendant or the USAO may withdraw

1 from this agreement and render it null and void if the Court
2 refuses to be bound by this agreement.

3 NO ADDITIONAL AGREEMENTS

4 27. Except as set forth herein, there are no promises,
5 understandings or agreements between the USAO and defendant or
6 defendant's counsel. Nor may any additional agreement,
7 understanding or condition be entered into unless in a writing
8 signed by all parties or on the record in court.

9 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

10 28. The parties agree and stipulate that this Agreement
11 will be considered part of the record of defendant's guilty plea
12 hearing as if the entire Agreement had been read into the record
13 of the proceeding.

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1 This agreement is effective upon signature by defendant and
2 an Assistant United States Attorney.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA

6 DEBRA WONG YANG
7 United States Attorney

8 _____
9 MICHAEL LOWE
10 Assistant United States Attorney

_____ Date

11 I have read this agreement and carefully discussed every
12 part of it with my attorney. I understand the terms of this
13 agreement, and I voluntarily agree to those terms. My attorney
14 has advised me of my rights, of possible defenses, of the
15 Sentencing Guideline provisions, and of the consequences of
16 entering into this agreement. No promises or inducements have
17 been made to me other than those contained in this agreement. No
18 one has threatened or forced me in any way to enter into this
19 agreement. Finally, I am satisfied with the representation of my
20 attorneys in this matter.

21 Renee Boje
22 RENEE BOJE
23 Defendant

24 March 24, 2006
25 Date


26 We are Renee Boje's attorneys. We have carefully discussed
27 every part of this agreement with our client. Further, we have
28 fully advised our client of her rights, of possible defenses, of
the Sentencing Guidelines' provisions, and of the consequences of
entering into this agreement. To our knowledge, our client's

1 decision to enter into this agreement is an informed and
2 voluntary one.

3

4 _____
THOMAS J. BALLANCO
Counsel for Defendant
5 RENEE BOJE

_____ Date

6 

_____ *March 24, 2006*

7 _____
JOHN W. CONROY
Counsel for Defendant
8 RENEE BOJE

_____ Date

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